

REQUEST FOR PROPOSALS

RFP Number: 2015-2200-005



TODO Y NILALA Y TANO MAN UNO
ALL LIVING THINGS OF THE EARTH ARE ONE

Request for Proposals Guam Environmental Protection Agency Radon Training

Air Pollution Control Program

June 26, 2015

**Guam Environmental Protection Agency
Post Office Box 22439, GMF
Barrigada, Guam 96921
Tel.: 1-671-300-4751/52 Fax: 1-671-475-8007
Website: epa.guam.gov**

SUBMISSION DEADLINE: 4:30 pm, Friday, August 14, 2015

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A1 - REQUEST FOR PROPOSAL FORMS

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Guam Environmental Protection Agency (Guam EPA), in coordination with the Air Pollution Control Program (APCP), is requesting proposals to provide Guam EPA with the following:

- (1) Procure and Set-up Guam EPA's Radon Laboratory with two (2) gamma ray scintillation counters made by Canberra, Osprey Digital Tube Base MCA-Genie 2000 with its computer and software or equivalent;
 - a. Certify Guam EPA's Radon Laboratory with the National Radon Safety Board (NRSB) laboratory accreditation for a period of two (2) years.
- (2) Train Guam EPA's staff with the installation and familiarization to operate and calibrate the Osprey System or equivalent system;
- (3) Provide radon outreach for public information and educational materials
- (4) Conduct training to certify attendees for the National Radon Proficiency Program on:
 - a. Radon Measurement Course
 - b. Radon Mitigation Course

Radon and Indoor Air

- Provide easily accessible radon detection tests kits
- Provide mitigation assistance
- Development and distribution of outreach and resource materials
- Participate in meetings
- Maintain radon laboratory
- Renew biannual certification on radon laboratory per NSRB requirements
- Review and update Guam's Radon Program Strategy to include Indoor Air Quality based on the information produced by United States Environmental Protection Agency (USEPA)
- Maintain and update radon data management

To achieve these outcomes and increase results, the State Indoor Radon Grant (SIRG) program aims to: (1) improve the effectiveness of state-local/tribal radon programs; (2) focus on high radon potential areas, especially for new home building, building code adoption, and green and healthy homes programs; (3) encourage testing and mitigation within residential property transfers; and (4) encourage SIRG recipients to be strategic in their risk reduction efforts e.g., utilizing results data and information, by institutionalizing risk reduction practices and policies, and utilizing best practices.

II. BACKGROUND

Radon is a naturally occurring, odorless, colorless, tasteless, radioactive gas produced from the radioactive decay of radium, found in most soils and earthen construction when buying or selling a house, radon testing is usually a consideration. Before a house can be purchased, a test must be conducted to determine the presence of radon, a colorless, odorless and radioactive gas that can seep into homes and buildings through foundation cracks, openings and concrete.

In the United States, one in fifteen (15) homes is affected by elevated radon levels. Radon is considered a carcinogen derived from decayed radium and uranium in soil. It is also the number one cause of lung cancer in non-smokers and increases smokers' chances of being diagnosed with lung cancer if they are exposed to the gas. The USEPA and the Surgeon General's office have estimated that as many as 200,000 lung cancer deaths are caused annually by radon exposure.

The USEPA suggests that radon levels at 4 picocuries per liter of air (pCi/L) and above should be addressed and remediated. Levels of 4 pCi/L is equivalent to smoking eight (8) cigarettes a day or undergoing two hundred fifty (250) chest X-rays per year. The World Health Organization (WHO) goes further, suggesting that "people take action against levels higher than 2.7 pCi/L."

Guam EPA, in coordination with the APCP, is requesting proposals to provide Guam EPA approved training to procure, install, operate and program the Osprey Digital Tube Base MCA-Genie 2000 in Guam. This Request for Proposals (RFP) provides the general background, specifications and requirements for prospective applicants to complete a proposal for services, as well as how the proposals will be evaluated. **The deadline for submittals in response to this RFP is 4:30 P.M. CHST on Friday, August 14, 2015.**

For more information on Guam EPA's Radon program, go to:

- <http://epa.guam.gov>
- <http://www.epa.gov/radon/>
- Contact Person: Vincent J. Pereira
Phone Number: (671) 3004751/2
Email Address: vincent.pereira@epa.guam.gov

III. PROJECT PERIOD/CONTRACT TERM/FUNDING

The project period shall be from September 30, 2015 to August 31, 2016.

Guam EPA expects the initial contract period to be a one (1) year term from September 30, 2015 to August 31, 2016. Guam EPA shall have the option to renew the contract for up to five (5) additional one (1) year terms subject to review of the continuation application, contractor performance and compliance with the terms and conditions of the contract and the availability of the funds.

Guam EPA's APCP has been awarded funding to implement the Radon Program by USEPA Region 9 through the SIRG Program. The consultant whose proposal is ranked highest will be invited to negotiate an award contract. If an award contract cannot be successfully negotiated by August 31, 2015, then another company's proposal may be selected for contract negotiations and award. Contractors not selected for the project will be notified when the contract is awarded.

The issuance of this RFP in no way constitutes a commitment by Guam EPA to award a contract.

IV. QUALIFICATIONS

Contractor shall have the following minimum qualifications:

1. Be certified by the National Environmental Health Association's National Radon Proficiency Program for both radon measurement and mitigation.
2. Have a doctorate degree in "Theoretical Physics" from a recognized university in the United States of America.
3. Must be a member of Professional Organization on Radon such as USEPA Radon Device Task Force.
4. Have presented and conducted workshops relating to Radon on Guam and/or the Pacific Islands.
5. Have experience in measuring and mitigating homes and commercial buildings on Guam as well as mainland US.
6. Have experience in writing radon curriculum specifically for Guam as well as the mainland US.
7. Have received honors and fellowships from the American Association of Radon Scientists and Technologies.
8. Have the experience to procure, install, test, calibrate, and provide hands-on training on two (2) new gamma-ray scintillating counters made by Cranberra, called the **Osprey System** or equivalent. The calibration of the Osprey System

or equivalent system must meet the National Radon Proficiency Program and NRSB.

9. Have direct field experience with installing active soil depressurization systems, HVAC modifications, and radon decay product measurements in locations on Guam.
10. Carry errors and omissions and general liability insurance in the amount of \$1,000,000 with a Certificate of Insurance provided to Guam EPA.
11. Have experience in developing video based radon curriculum utilizing non-linear, digital editing systems.
12. Have experience in developing radon specific entry level and continuing education curriculum.
13. Have experience in developing methods for radon resistant construction both on Guam and mainland United States.
14. Have experience in addressing radon issues related to real estate transactions both from a personal experience and a curriculum development viewpoint.
15. Be familiar with the Guam Building Codes either directly or via its lower tiered sub-contractors.

V. PROPOSALS

Written proposals, in one original plus three (3) copies, must be received no later than **4:30 p.m. CHST, Friday, August 14, 2015**, at the Guam EPA main office at 17-3304 Mariner Avenue, Tiyan. Proposals shall not be submitted via electronic mail or facsimile; all proposals must be in hard copy. The proposals shall contain the following information:

1. Name of offeror and location of offeror's principal place of business, as well as address of the firm's local offices, including the name and telephone/facsimile numbers of the person to be contacted relative to this proposal.
2. A detailed plan or strategy for providing the requested services as contained herein and in the Scope of Work, supplying as much detail as practical.
3. Age of offeror's business and average number of employees over the last three (3) years.

4. A description of the firm's experience and expertise as related to the work required, specifically with regard to Radon systems, operation and monitoring, overall knowledge, and/or any accreditations.
5. A proposed timeline with specific milestones for accomplishing the scope of work.
6. A description of the experience and qualifications of all individuals to perform the requested services. Include the percentage of time each person will be allocated to perform this project. The successful Consultant may not substitute personnel other than those listed without prior approval from Guam EPA.
7. A listing of other contracts under which services similar to the required work in scope, size, cost, or discipline were performed or undertaken within the last five (5) years.
8. Any additional information that the firm feels will aid the Government in accurately determining its qualifications.
9. A statement indicating that those portions of the proposal that contain trade secrets or proprietary data, if any, remain confidential.
10. Identify any proposed subcontractor(s), provide their statement of qualifications, and the percent (%) participation of the proposed subcontractor(s) in the project.
11. Attachment of Forms. Complete the following forms contained in Attachment A1 (Request for Proposal Forms) of this package. These forms are mandatory. Failure to complete and submit these forms will automatically disqualify your proposal as being non-responsive, and it will not be evaluated.
 - a) **Submission Form for Proposals** (GEPA Procurement 001) **Attach this form to your proposal after your title page;**
 - b) **Proposal Signature Form** (GEPA Procurement 002);
 - c) **Form for Submitting all Licenses** (GEPA Procurement 003);
 - d) **DBE Subcontractor Utilization Form** (EPA Form 6100-4);
 - e) **Affidavit Disclosing Ownership and Commissions** (AG Procurement Form 002);
 - f) **Affidavit re Non-Collusion** (AG Procurement Form 003);

- g) **Affidavit re No Gratuities or Kickbacks** (AG Procurement Form 004);
- h) **Affidavit re Ethical Standards** (AG Procurement Form 005);
- i) **Declaration re Compliance with U.S. D.O.L. Wage Determination** (AG Procurement Form 006); and
- j) **Affidavit re Contingent Fees** (AG Procurement Form 007).

VI. PACKAGING OF PROPOSAL

1. **Number of Copies.** Please provide the original proposal plus three (3) copies.
2. **Sealed Envelope or Container.** The original proposal and three copies must be placed in an envelope or other container and sealed.
3. **Mailing Proposal.** Please send it to:

Guam Environmental Protection Agency
 Attn: Air Pollution Control Program
 Post Office Box 22439, GMF
 Barrigada, Guam 96921

ATTN: Vincent J. Pereira
 Air Pollution Control Program

4. **Information on Sealed Envelope or Container.** On the face of the sealed envelope or container, the following information shall be clearly marked:

Proposal for Guam Environmental Protection Agency
 Radon Training and Certification
 Submitted by [the offering individual's or firms' name and address]
 [Indicate date of submission]
 Type of Services: [Radon Training and Certification]

Proposals shall be binding upon the firm for sixty (60) calendar days after the proposal opening. Modifications to the proposals will not be considered during this initial sixty-day (60) period.

Guam EPA reserves the unqualified right, in its sole and absolute discretion, to reject any and all proposals that it deems, under any and/or all circumstances, will not serve the best interest of the Government of Guam.

SCOPE OF WORK

I. PROJECT SCOPE/OBJECTIVES

The desired outcome for this RFP includes:

- 1) Procurement of necessary equipment and materials for Guam EPA's Radon Laboratory must be submitted to Guam EPA for approval prior to any procurement;
- 2) Installation, programming and training of the two (2) Osprey Digital Tube Base MCA with S504C Osprey Digital Tube Base MCA or equivalent;
- 3) Provide NRSB Accreditation for Guam EPA's Radon laboratory equipment for a period of two (2) years;
- 4) Procurement, installation and testing of a radon mitigating equipment for a home or building identified by Guam EPA; and
- 5) Conduct approved NRSB Radon Measurement and Radon Mitigation Courses that meets NSRB certification. Provide NRSB Certifications to attendees that completed the training courses.

II. DELIVERABLES

The contractor hired for this project will be expected to:

- A) Procure, install, test, program, certify, and train Guam EPA employees to operate the Osprey Digital Tube Base MCA with S504C Osprey Digital Tube Base MCA or equivalent; Certify that Guam EPA's radon laboratory meets and obtains NRSB Accreditation;
- B) Have a training program that meets and delivers the desired learning outcomes and minimum training requirements, and is approved by Guam EPA;
- C) Within thirty (30) days of signing the contract, begin coordination with the Guam EPA APCP;
- D) Make all necessary arrangements for the training including but not limited to advertising, scheduling, notification and registration, facilities and visual/audio equipment for the training;

- E) Provide instruction to contractors, realtors, and interested persons on radon measurement and radon mitigation. The training should include but not limited to the following:

Radon Measurement Course

- USEPA protocols for placement and interpretation of radon and radon decay product measurement;
- Supplemental recommendations for conducting radon measurements on Guam;
- Radon entry effects on Guam, relating to wind, rain and seasonal variations;
- Effect of air conditioning systems on radon decay products;
- Basic physics of radon decay;
- Health effects of prolonged exposure to radon and radon decay products;
- Radon in water;
- Overview of methods for reducing radon and radon decay product exposure; and
- Hands on experience with passive radon measurement devices.

Radon Mitigation Course

- All skills level required for radon measurement;
 - Application of active soil depressurization system for Guam style construction that meets typhoon and earthquake conditions;
 - The impact of air conditioning system on radon entry, including window, split and centralize air conditioning systems;
 - Determining impact of adding fresh air make-up to air conditioning systems;
 - Radon decay products reduction techniques;
 - Radon resistance in new construction techniques;
 - USEPA Radon Mitigation Standards
 - Health and Safety;
 - Specific building codes applicable to radon reduction for Guam; and
 - Hands-on installation of radon mitigation system.
- F) Provide instruction and training materials to each participant attending the radon measurement and/or radon mitigation course.
- G) Provide sample building codes that could be implemented into Guam's Building Codes;
- H) Provide a Certificate of Completion to each person who attends and successfully completes the training;

- I) Provide documentation listing the individuals who attended each training session and the individuals who received a Certificate of Completion. This documentation must identify the training date, location, classification(s) for which certification was granted;
- J) Provide a compilation of test results, comments and reviews after each training session and modify/improve training based on this information; and
- K) As with all developing programs, there may be areas we have not anticipated which will need the Consultant's support. These will be identified over the course of the contract period and discussed with the Consultant. General terms of the tasks and costs will be agreed upon prior to the tasks.

III. PROPOSAL CONTENT

At a minimum, proposals must include the following in order to be considered for evaluation:

- A) Name and contact information of the company and the project manager. Contact information must include mailing address, phone/fax, and e-mail address;
- B) List the specific people and any subcontractors who will be involved in the training project and provide information on the education, experience, and role of each individual;
- C) Description/examples of relevant experience and projects associated with training, operation and maintenance, and regulations, including cost data;
- D) Description/examples of company's ability to initiate and complete the project to include capability to provide logistical support for training activities such as publicity, information dissemination, registration, site arrangements, testing, certificate issuance;
- E) Description of the company's methods for outreach and promotion of the training program;
- F) Companies ability/methods of compiling, maintaining, and submitting information pertaining to training registration, attendance, testing and pass rates, certificate issuance, comments, and issues identified as a result of training sessions;
- G) List of references, to include name, address and phone number of reference, and the type of work/project for which the reference is being made;

- H) Sufficient description and documentation of the proposed training program to demonstrate that the desired learning outcomes and minimum training requirements will be met. **(This section will be reviewed by Guam EPA to determine if they will approve the training for regulatory compliance.)** This may include, but is not limited to the proposed training venue(s) that will be utilized to deliver the training (e.g. classroom and/or internet/webinar), a copy of the course outline(s), copies of presentation, handout materials, tests, evaluation forms, and other pertinent papers or documents that will be used;

IV. SCHEDULE OF DELIVERABLES

DURING THE COURSE OF THE PROJECT WORK, THE CONSULTANT SHALL BE REQUIRED TO SUBMIT HARD-COPY AND EDITABLE ELECTRONIC FORMATS TO GUAM EPA ACCORDING TO THE FOLLOWING SCHEDULE:

A. Submittal of Documents. In general, the Consultant must submit documents, e.g. course manual, question(s) bank, presentation materials, fact sheet, proposals, no later than within thirty (30) days of task assignment, or as otherwise agreed to by Guam EPA and the Consultant. Guam EPA will normally expect the Consultant to generate agreed upon deliverables within fourteen (14) days of task assignment.

B. Amendments or Changes. The Consultant must receive prior approval from Guam EPA on any changes, modifications, or amendments to the Scope of Work, contract conditions, timelines, or deliverables. The Consultant shall submit a written request to Guam EPA detailing the changes, modifications, or amendments and notification for the request prior to taking any action thereon.

V. PERSON RESPONSIBLE FOR DRAFTING SPECIFICATIONS

A. The person responsible for drafting the specifications for this request for proposal is: Vincent J. Pereira. The following persons, technical literature or manufacturer's brochures relied upon by the responsible person in drafting the specifications include:

- <http://www.epa.gov/radon/sirgppprogram.html>
- State and Tribal Indoor Radon Grants Program Guidance and Handbook (January 2005)
- Section 306, Indoor Radon Abatement Act (January 2005)
- Indoor Radon and Decay Product Measurement Device Protocols (EPA 402-R-92-004)
- Protocols for Radon and Radon Decay Products Measurements in Homes (EPA 402-R-93-003)
- A Citizen's Guide to Radon (<http://www.epa.gov/radon/pubs/ctguide.html>)

EVALUATION CRITERIA AND SELECTION PROCESS

I. EVALUATION CRITERIA

The Guam Environmental Protection Agency (Guam EPA) will designate a selection committee appointed by the Guam EPA Administrator to administer and conduct the evaluation and selection process. They shall at all times administer and conduct these proceedings together in the presence of each other.

Criteria for rating the proposals will include the quality of the detailed plan for performance as well as the following: (10 points)

- A) Specialized expertise (Qualifications), capabilities, and technical competence of personnel, equipment and facilities to perform, as demonstrated by the proposed approach and methodology to meet the project scope, objectives and requirements; (50 points)
- B) Resources available to perform the work, including any specialized services, within the specific time limits for the projects; (10 points)
- C) Record of past performance, including price cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration; (10 points)
- D) Proposed project management techniques; and (10 Points)
- E) Ability and proven history in handling special project constraints. (10 points)

Proposals will then be re-sealed and held in safe-keeping by one of the selection committee until time for evaluation.

II. SELECTION PROCESS

Guam EPA will pre-qualify the top three (3) Consultants through the selection process based on Evaluation Criteria, no later than twenty (20) working days following the deadline for submission of the proposals. All other Consultants will be notified of their non-selection for the pre-qualification list.

In accordance with Guam's procurement laws and as soon as practicable, the Administrator or his designee shall conduct contractual negotiations beginning with the highest-rated Consultant. Should negotiations be unsuccessful, Guam EPA will notify the Consultant and cease negotiations. Guam EPA will then proceed to conduct contractual negotiations with the next Consultant with the highest-rated proposal.

GENERAL TERMS AND CONDITIONS

Note: By submitting a proposal in response to this RFP, each offeror agrees to be bound by all the terms and conditions specified below. Guam EPA may negotiate with the successful offeror other or more specific terms and conditions for a final written contract.

1. **AUTHORITY:** This Request for Proposal (RFP) is issued subject to all the provisions of the Guam Procurement Law (5 GCA §§5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency or online at the Guam Compiler of Laws, <http://www.guamcourts.org/compileroflaws/gca.html>. The RFP requires all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith.
2. **EXPLANATION OF OFFERORS:** No oral explanation in regard to the substantive or material meaning of the specifications will be made before the award of the proposal. Material discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing no later than three (3) days before the submission deadline to Mrs. Connie Afleje, Administrative Services Officer, Guam Environmental Protection Agency, Post Office Box 22439 GMF, Barrigada, Guam 96921, for interpretations. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective offerors who have picked up an RFP package, and its receipt by the offeror and all others should be acknowledged on the proposal form. As used herein the term "award" refers to an actual contract signed by all the required parties as required by law.
3. **PROPOSALS:** The offeror is required to read each and every page of the RFP and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. By submitting a proposal, the offeror agrees that the proposal shall remain firm and irrevocable for one hundred twenty (120) days from the date of opening of proposals. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes which are evident on its face made to a proposal must be explained or noted over the signature of the offeror. Unexplained erasures or alterations, and omissions to the proposal, are cause for rejection by the government. Proposals containing conditions will be rejected.
4. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and the acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Government of Guam with the services specified.

5. **MISTAKES IN PROPOSALS:** The government reserves the right to waive any minor informalities in proposals received, or to have them corrected by the offeror, but only in accordance with applicable regulations.
6. **REJECTION OF PROPOSALS OR CANCELLATION OF SOLICITATION:**
- A. The government reserves the right to reject, in whole or in part, any or all proposals, to advertise for new proposals, to arrange to receive or itself perform the services herein, to abandon the need for such services, and to cancel this RFP if it is in the best interests of the government.
 - B. Any proposal will be rejected outright and not evaluated for any of the following reasons:
 - i. The applicant fails to submit the proposal by the relevant dates and times and in the manner stated in Section V.
 - ii. The applicant is not an eligible applicant as stated in Section IV.
 - C. Any proposal may be rejected outright and not evaluated for any of the following reasons:
 - i. The applicant fails to include required information or fails to include sufficient information to determine whether an RFP requirement has been satisfied.
 - ii. The applicant fails to follow the proposal formal instructions or presents information requested by this RFP in a format inconsistent with the instructions of the RFP.
 - iii. The applicant provides misleading or inaccurate answers.
 - iv. The applicant states that a mandatory requirement cannot be satisfied.
 - v. The applicant's response materially changes the mandatory requirement.
 - vi. The applicant's response limits the rights of the government.
 - vii. The applicant fails to respond to the government's request for information, documents, or references.
 - viii. The applicant fails to include any signature, certification, authorization, or stipulation requested by this RFP.
 - ix. The applicant initiates unauthorized contact regarding the RFP with an Agency employee.
7. **TAXES:** Offerors are reminded that they are subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
8. **LICENSING:** Offerors are cautioned that the government will not consider for award any proposal submitted by an offeror who has not complied with the Guam Licensing Law as may be applicable. Specific information on licenses may be obtained from the Director of Revenue and Taxation. Proposals from offerors

who are not licensed on Guam will be considered, but the government has a statutory policy of preference for procurement from local businesses with an exception under certain circumstances.

9. **COVENANT AGAINST CONTINGENT FEES:** The offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP, upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the government the right to terminate the contract, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission's payable by the offeror upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the offeror for the purpose of securing business.
10. **JUSTIFICATION OF DELAY:** Any offeror who is awarded a contract, guarantees that the services will be completed within the agreed upon completion date, if any. If, however, the offeror cannot comply with the completion requirement, it is the offeror's responsibility to advise the government in writing explaining the cause and reasons for the delay, and the date certain by which services will be completed.
11. **EQUAL EMPLOYMENT OPPORTUNITY:** By law, the offeror may not discriminate against its employees or applicants for employment because of race, religion, color, national origin, sex (including pregnancy), age, disability, or genetic information. The offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated equally without regard to their race, religion, color, national origin, sex (including pregnancy), age, disability, or genetic information.
12. **ASSIGNMENT:** The contract may not be assigned without the prior approval of the government.
13. **COMPLIANCE WITH ADA:** If requested, the offeror must meet all ADA regulations and requirements.
14. **PAYMENT:** Payment shall be made using the method mutually agreed upon by the government and the successful offeror, subject to Guam law.
15. **CONTRACT TERM AND RENEWAL:** The contract term will be for one (1) year, with an option for a one (1) extension if necessary in Guam EPA's judgment. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of certified funds therefore. In the event that funds are not available for any succeeding fiscal period, the remainder of the contract shall be cancelled and the contractor shall be reimbursed the reasonable value of any non-recurring costs incurred but not

amortized in the price of the supplies delivered or services performed under the contract.

In this matter the Guam EPA Administrator has determined that the furnishing of long term services are required to meet territorial needs if the contract cannot be completed within one year; and that a multi-term contract will serve the best interests of the territory by promoting economies in territorial procurement.

The unit price for each service provided shall be the same throughout the contract. The unit price shall be given for each service, and that unit price shall be the same throughout the contract. Offeror must submit price for entire contract term.

The multi-term contract, if necessary in Guam EPA's judgment, will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first. However, this does not affect either the territory's rights or the contractor's rights under any termination clause in the contract.

The Guam EPA Administrator will notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for any succeeding fiscal period.

16. **INDEPENDENT CONTRACTOR STATUS:** The offeror understands that if an award is made, the offerors relationship with the government is as an independent Consultant or contractor, and not as an employee of the government. As such, no employee benefits such as insurance coverage, workman's compensation benefits, participation in the government retirement system or accumulation of vacation or sick leave shall accrue to the offeror. Income taxes will not be withheld from payments made to the awarded offeror. Offeror shall be responsible for complying with all tax laws and requirements applicable to them.
17. **SCOPE OF AGREEMENT:** The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainment of the chosen offeror, and contains all the covenants and agreements between such parties with respect to the retainment in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.
18. **RESPONSIBILITY OF AWARDED OFFEROR:** The awarded offeror shall be responsible for the technical accuracy of all work and materials furnished under the contract. The awarded offeror shall, without additional cost to the

Government of Guam, correct or revise all errors or deficiencies in its work. The awarded offeror shall agree to devote their best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government. The government's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded offeror's failure to perform the services required. The awarded offeror shall be and remain liable to the Government of Guam for all costs of any kind which may be incurred as a result of the awarded offeror's negligent performance of any of the services required to be performed under this contract.

19. **GENERAL COMPLIANCE WITH LAWS:** The awarded offeror shall be required to comply with all federal and local laws applicable to the work.
20. **OWNERSHIP OF DOCUMENTS:** All briefs, memoranda and other incidental work or materials prepared by the awarded offeror shall be and remain the property of Guam EPA including all publication rights and copyright interests, and may be used by Guam EPA or the government of Guam, at any time, for any purpose, without any additional cost to the government.
21. **CHANGES:** The Guam EPA may at any time, by written order, make any change in the services to be performed hereunder. If such change causes an increase or decrease in the costs of doing the work, or in the time required for this performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.
22. **SEVERABLE PROVISIONS:** If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.
23. **GOVERNING LAW AND VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of Guam. The venue of any arbitration, mediation or action brought as a result of this contract shall be on Guam.
24. **EFFECTIVE DATE OF AGREEMENT:** The contract shall take effect upon the signatures of all the required parties.
25. **GOVERNMENT LIABILITY:** The Guam EPA and the Government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded offeror, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The Government of Guam shall not be liable to the awarded offeror for any work performed by the awarded offeror prior to the approval of the contract by the government. The awarded offeror shall expressly

waive any and all claims for services performed in expectation of the contract prior to its effective date.

26. **RECEIPT AND OPENING OF PROPOSALS:** Envelopes containing proposals shall be sealed and marked on the face of the envelope in accordance with the instructions in Section VI of this RFP. Neither emailed nor facsimile proposals will be considered. Modification by email of proposals already submitted shall not be considered. Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the government's address after the deadline of submission date and time. Proposals will not be opened publicly.
27. **WITHDRAWAL OF PROPOSALS:** Proposals may be withdrawn upon written request received from the offeror prior to the time fixed for opening. Negligence on the part of the offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
28. **LATE PROPOSALS:** Late proposals will not be accepted.
29. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** After award, each proposal received becomes a part of the public record of procurement. If an offeror is submitting trade secrets or proprietary information which it wishes to keep confidential, then a written request for non-disclosure must be included with the proposal and those portions in the proposal which are proprietary must be clearly marked or designated. The government will examine the request, then the government will inform the offeror in writing which portions will be disclosed and why. The offeror may then withdraw the proposal or submit a protest according to law. If the proposal is not withdrawn and no protest is received, then the government may disclose those portions of the proposal for which a non-disclosure request was not granted.
30. **ETHICAL STANDARDS:** The offeror represents that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set forth in Guam's procurement code or regulations pertaining to ethics in public contracting.
31. **NO COLLUSION:** The offeror understands and agrees that submission of a price proposal is a certification by offeror that price was independently arrived at without collusion.
32. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** The offeror represents that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam procurement law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give or agree to give any government

employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

33. **PROHIBITION AGAINST CONTINGENT FEES AND RETENTION OF PERSONS TO SECURE CONTRACT:** The offeror understands and agrees that submission of a price proposal is a certification by offeror that the offering company has not retained any person or agency to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
34. **APPLICABILITY OF GUAM PROCUREMENT LAW:** If any part of this RFP is contrary to Guam Procurement Law or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.
35. **APPLICABILITY OF WAGE AND BENEFIT DETERMINATION REQUIREMENTS:** The offeror understands and agrees that submission of a price proposal is a certification by offeror that the offering company understands that in the direct delivery of services contracted by the Government of Guam, offeror is required to and will pay such employees in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the Government of Guam shall be used to determine wages. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date.

The contract must also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage

Determination issued by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

36. **RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS**

The offeror warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the offeror relative to this project. If any person employed by the offeror and providing services under this Project is convicted subsequent to the parties entering into a Contract, then the offeror warrants that it will notify Guam EPA of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services for this Project. If the offeror is found to be in violation of any of the provisions of this paragraph, then Guam EPA shall give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of notice from Guam EPA, and the offeror shall notify Guam EPA when action has been taken. If the offeror fails to take corrective steps within twenty-four (24) hours of notice from Guam EPA, then Guam EPA in its sole discretion may suspend the Contract with the offeror temporarily or terminate the contract in its entirety.

37. **DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

The offeror agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprise in procurement under this agreement as set forth in 40 CFR Part 33. In addition, the offeror agrees to make good faith efforts whenever subcontracting under this agreement as set forth in 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

The Fair Share Policy will be adhered to which ensures that 8% of all procurement activities are afforded to Minority Business Enterprise/Woman Business Enterprise (MBE/WBE). Affirmative steps will be required for utilizing MBEs and WBEs.

The offeror agrees to complete and submit to Guam EPA, a DBE Subcontracting Utilization Form (Attachment A1 - EPA Form 6100-4), within fifteen (15) days after the end of the Federal fiscal year; i.e., by October 15 of each calendar year. Negative reports are required. Only procurement with certified MBE/WBEs is counted towards an offeror's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within fifteen (15) days after the end of the project period.

The offeror agrees to comply with the additional contract administration requirements as set forth in 40 CFR Section 33.302. The EPA DBE rule and

forms may be obtained from the EPA Office of Small Business Program's Home on the internet at www.epa.gov/osbp.

ATTACHMENT A1

REQUEST FOR PROPOSAL FORMS

Guam EPA Procurement 001. Submission Form For Proposals

- Please fill out this form completely.
- Include all requested documentation (in hard copy) when submitting this form.
- Please submit the proposal in a sealed envelope to the issuing office above before 4:30 pm, on [Insert Date]. An original proposal plus three (3) copies should be submitted. Proposals submitted via facsimile will NOT be accepted.
- Proposals submitted after the time and date specified as the deadline will be rejected.

PROPOSED PROJECT TITLE: Radon Training (Guam EPA RFP Number: 2015-2200-005)

NOTE TO OFFERORS: All proposals are subject to the terms and conditions specified in the Request for Proposals package. The undersigned offers and agrees to furnish within the time specified, the services at the price to be agreed upon, unless otherwise specified by the offeror. In consideration of the expense of the government in opening, tabulating, and evaluating this and other offers, and for other consideration, the undersigned agrees that this proposal remains firm and irrevocable for sixty (60) calendar days from the date of opening.

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP
 ☐ JOINT VENTURE ☐ CORPORATION
 ☐ OTHER (please specify)_____

If Corporation, incorporated in:_____on(date)_____

NAME AND ADDRESS OF OFFEROR By my signature, I acknowledge that I have read the instructions and accept all the terms and conditions in the Request for Proposals, and that I am authorized to sign on behalf of the Offeror:

_____(Signature)

_____(Print Name)

_____(Print Title)

TO BE COMPLETED ONLY UPON AWARD:

Contract No:_____Amount:\$_____Date:_____

Contracting Officer:_____

Name and Address of Contractor

Signature and Title of Person Authorized to sign this contract:

Guam EPA Procurement 002. Proposal Signature Form

Guam EPA RFP Number: 2015-2200-005

By submitting this proposal, the offeror certifies that its authorized representative has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

In compliance with this RFP and with all the conditions imposed herein, the undersigned offers and agrees to provide services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature Form shall be submitted with the offeror's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative.

Signature of Authorized Representative

Type or Print Name and Title

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: ☐ Individual ☐ Non-Profit ☐ Partnership

☐ Corporation ☐ Joint Venture

☐ Other (Specify) _____

Guam EPA Procurement 003. Form For Submitting All Licenses

Guam EPA RFP Number: 2015-2200-005

Please attach copies of all business licenses, permits, fictitious name certificates, certificates of good standing, or any other license, permit or certificate issued to the individual or company, which is applicable to this Request for Proposals. Please indicate the attached documents by checking the applicable boxes:

[] Business License

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

[] Fictitious Name Registration

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

[] Certificate of Incorporation

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

[] Federal I.D.#_____

[] Other Attachments. Please indicate:_____

[] Please check here if there are no attachments to this form.

Authorized Signature:_____ Date:_____



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:							
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?				
<p>I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).</p> <table border="0"><tr><td>_____ Signature of Prime Contractor</td><td>_____ Date</td></tr><tr><td>_____ Print Name</td><td>_____ Title</td></tr></table>				_____ Signature of Prime Contractor	_____ Date	_____ Print Name	_____ Title
_____ Signature of Prime Contractor	_____ Date						
_____ Print Name	_____ Title						

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

AG Procurement Form 002. Disclosure Affidavit

Guam EPA RFP Number: 2015-2200-005

Territory of GUAM)
) ss.
Hagatna, GUAM)

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the undersigned and that *[please check one]*:

☐ The offeror is an individual or sole proprietor and owns the entire interest in the offeror company.

☐ The offeror is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offeror business during the past twelve months are as follows *[if none, please so state]*:

Name	Address	% of Shares or Interest Held
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for this affidavit is submitted are as follows *[If none, please so state]*:

Name	Address	Compensation
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

Signature of: _____

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation;

Subscribed and sworn to before me
This _____ day _____ 2015.

NOTARY PUBLIC

My Commission expires: _____

AG Procurement Form 003. Non-Collision Affidavit

Guam EPA RFP Number: 2015-2200-005

Name of Offeror Firm or Individual: _____

Territory of GUAM)
) ss.
Hagatna, GUAM)

_____, being first duly sworn, deposes and says:

This he/she is _____ (the offeror, a partner of the offeror, an officer of the offeror) making the foregoing identified bid or proposal; that such bid or proposal is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, sought by an agreement or collusion, or offer, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the Government of Guam or any other offeror, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in this affidavit and proposal are true.

Signature of:

Offeror, if the offeror is an individual
Partner, if the offeror is a partnership
Officer, if the offeror is a corporation

Subscribed and sworn to before me

This _____ day of _____, 2015.

NOTARY PUBLIC

My Commission expires _____.

AG Procurement Form 004. AFFIDAVIT re NO GRATUITIES or KICKBACKS

Guam EPA RFP Number: 2015-2200-005

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[state name of affiant signing below], being
first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
_____, Affiant is _____ [state one
of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,
representatives, agents, subcontractors, or employees have violated, are violating the prohibition against
gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of
offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 §
11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,
representatives, agents, subcontractors, or employees have offered, given or agreed to give, any
government of Guam employee or former government employee, any payment, gift, kickback, gratuity or
offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of
the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____ 2015.

NOTARY PUBLIC

My commission expires _____

AG Procurement Form 005. AFFIDAVIT RE ETHICAL STANDARDS

Guam EPA RFP Number: 2015-2200-005

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror,
a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or
employees of offeror have knowingly influenced any government of Guam employee to breach any of the
ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or
she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence
any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article
11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 2015.

NOTARY PUBLIC

My commission expires _____

**AG Procurement Form 006. DECLARATION RE COMPLIANCE WITH U.S.DOL
WAGE DETERMINATION**

Guam EPA RFP Number: 2015-2200-005

Procurement No.: _____

Name of Ofreror Company: _____

I, _____ hereby certify under
penalty of perjury:

(1) That I am _____ *[please select one: the offeror, a partner of the offeror, an
officer of the offeror]* making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. *[INSTRUCTIONS- Please attach!]*

Signature

WD 05-2147 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON, D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2147
Director	Wage Determinations	Revision No.: 15
		Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06

05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31

12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	9.86
16190 - Sewing Machine Operator	10.33
16220 - Tailor	8.46
16250 - Washer, Machine	
19000 - Machine Tool Operation And Repair Occupations	14.49
19010 - Machine-Tool Operator (Tool Room)	18.20
19040 - Tool And Die Maker	
21000 - Materials Handling And Packing Occupations	12.49
21020 - Forklift Operator	18.34
21030 - Material Coordinator	19.34
21040 - Material Expediter	10.65
21050 - Material Handling Laborer	9.66
21071 - Order Filler	12.49
21080 - Production Line Worker (Food Processing)	13.33
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.23
21140 - Store Worker I	18.58
21150 - Stock Clerk	12.49
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	
23000 - Mechanics And Maintenance And Repair Occupations	20.69
23010 - Aerospace Structural Welder	19.70
23021 - Aircraft Mechanic I	20.69
23022 - Aircraft Mechanic II	21.74
23023 - Aircraft Mechanic III	13.70
23040 - Aircraft Mechanic Helper	18.50
23050 - Aircraft, Painter	16.09
23060 - Aircraft Servicer	17.38
23080 - Aircraft Worker	14.49
23110 - Appliance Mechanic	9.74
23120 - Bicycle Repairer	15.43
23125 - Cable Splicer	13.00
23130 - Carpenter, Maintenance	13.55
23140 - Carpet Layer	14.99
23160 - Electrician, Maintenance	14.72
23181 - Electronics Technician Maintenance I	15.05
23182 - Electronics Technician Maintenance II	18.31
23183 - Electronics Technician Maintenance III	12.60
23260 - Fabric Worker	15.43
23290 - Fire Alarm System Mechanic	11.67
23310 - Fire Extinguisher Repairer	15.43
23311 - Fuel Distribution System Mechanic	13.01
23312 - Fuel Distribution System Operator	11.95
23370 - General Maintenance Worker	19.70
23380 - Ground Support Equipment Mechanic	16.09
23381 - Ground Support Equipment Servicer	17.38
23382 - Ground Support Equipment Worker	11.67
23391 - Gunsmith I	13.55
23392 - Gunsmith II	15.43
23393 - Gunsmith III	15.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15

23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26

28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24

99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Guam EPA RFP Number: 2015-2200-005

My commission expires _____